



# Gateway

## Student Village

### LICENCE TO RESIDE AGREEMENT

17 September 2019

**BETWEEN:**

**Shanowen Square Management**  
Shanowen Square  
Shanowen Road  
Santry  
D09 A3P8

**THE OCCUPIER:**

**Please Complete the following**

**GUARANTORS NAME:**

**Name:** \_\_\_\_\_ & \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**BEDROOM NUMBER:**

**Room Number:**

Together with the furniture and equipment

**THE APARTMENT:**

**Block: Apartment:**

Gateway Student Village (GSV)

Ballymun road

Ballymun

Dublin 9

Together with the furniture and equipment

\* Bedroom allocation may change before term begins.

**OCCUPANCY START DATE – CHECK OUT DATE:**

**9<sup>th</sup> September 2019 – 24<sup>th</sup> May 2020**

**PAYMENT SCHEDULE:**

**1<sup>st</sup> TERM BALANCE OF DEPOSIT, RENT AND UTILITIES**  
**due by 23<sup>rd</sup> August 2019**

**Total: €**

**2<sup>nd</sup> TERM RENT AND UTILITIES**  
**Due by 31<sup>st</sup> December 2019**

**Total: €4**

**BANK DETAILS:**

Account name:

Sort Code:

Account number:

Branch:

IBAN:

BIC code:

Reference/Narrative; Your name and apartment number

# **TERMS OF THE LICENCE**

## **First Schedule**

The apartment, together with the use in common with other occupiers thereof, of the living accommodation, kitchen facilities, toilet facilities and use of all common areas appurtenant thereto in the student residential complex at Gateway Student Village. The Student Village shall for the purposes of this licence agreement include where appropriate (but not by way of exception) the apartment, and those portions of the Student Residence not hereby licensed together with the appurtenances thereto.

### **GUARANTEE**

The Guarantor in consideration of the within licence having been made in favour of the occupier at the guarantors request HEREBY COVENANTS with SHANOWEN SQUARE MANAGEMENT that the Occupier will pay the Occupancy fee and any other outgoings or charges (including fines) payable hereunder on the dates and in the manner specified and will perform and observe all the Occupiers Covenants and conditions herein contained and that in case of any default by the Occupier in respect of such payments or in the observances or performance of such covenants and conditions as aforesaid the Guarantor will pay and make good to Shanowen Square Management on demand all and any losses, damages, costs, charges, expenses and/ or fines thereby arising or incurred by or levied on the Occupier.

### **DEFINITIONS**

**WE** "US" "THE LANDLORD": Shanowen Square Management, ("SSM")

Landlord Contact details:  
Reception  
Shanowen Square  
Shanowen Road, Santry, D09 A3P8

EMAIL [info@shanowensquare.com](mailto:info@shanowensquare.com)  
Telephone 01-8623842

All correspondence should be made to the above addresses, preferably the email address.

**"The Occupier" "Licensee"**: You, the student who will reside in the apartment for the length of time covered by the licence agreement.

**"Guarantor"**: A guarantor is a co-signatory of the licence agreement. Your Guarantor will be bound to the licence agreement and will have to pay all fees and charges if you fail to do so.

**"Accommodation"**: This means the bedroom allocated to the Occupier within the premises.

**"Occupancy Fees"**: The entire amount of the fees required to pay for your accommodation. In the event the occupier fails to pay the full amount due for the first and second semester by the due date as notified to the occupier then SSM reserve the right to cancel the reservation, forfeit the deposit and re-advertise the room.

**"Deposit"**: A deposit which must be paid at time of booking to secure your application and to cover any utilities used during the occupancy period as well as any damage which may occur during the period of residency as well as any outstanding fines. A Security Deposit is required against any loss or damage incurred by the landlord and is refundable at the end of the academic year if no loss, damage or unpaid fines are being charged against it. Deposit refunds can take up to four weeks to be processed. The deposit will not be refunded if there are fees due which exceeds the amount of the deposit or if the Occupier has been in breach of any of the rules as outlined in this schedule.

**"Occupancy period"**: The occupancy period is the time from the start date of your licence agreement to the end date of your licence agreement. Your occupancy will begin at 12 noon on the start date of your licence agreement and will end at 9am on the morning of the end date. This License is for semester 1 and semester 2. In the event of early departure, the full security deposit will be forfeited.

**License**: This agreement is a Licence to Reside Agreement. This agreement is subject to the Residential Tenancies Act 2004 as amended, only insofar as the latter relates to Student Accommodation as defined under Section 3 of the Residential Tenancies Amendment Act 2019.

**"Contents"**: The contents are all furniture, fittings and equipment provided for use of all residents within the residence

**"Conditions of Licence"**: The Occupier has read the terms and conditions of this licence as set out in the Second Schedule and agrees to be bound by said terms and conditions. The Occupier understands and accepts that should the Occupier commit a serious breach of this agreement Shanowen Square shall be absolutely entitled to revoke this licence and the Occupier shall vacate the premises on being given 48 hours prior notice in writing, without prejudice to any other rights accruing in favour of Shanowen Square Management arising out of the breach of the terms and conditions of the licence or otherwise. Where a License is revoked due to a serious breach of this agreement no rent refund shall be issued.

In the event the Occupier fails to pay the full amount due for the first and second semester by the due date as notified to the Occupier then Shanowen Square Management reserves the right to cancel the reservation, forfeit the deposit and re advertise the room.

## **Second Schedule**

This licence agreement together with any terms, conditions, rules or regulations, which may be made from time to time by Shanowen Square Management, for the orderly use and management of the Student Residence, which shall be notified in writing to the Occupier or published represents, the entire agreement and understanding of the parties. No other terms and conditions, whether expressed or implied shall be binding upon the Occupier unless in writing and signed by a duly authorised officer of Shanowen Square Management.

### **THE Tenant agrees with the Landlord:**

1. To pay the Landlord a Security Deposit when this agreement is signed to protect SSM against the Occupier's failure to pay the Rent or comply with the other terms of this agreement.
2. To abide by all Fire Safety and other Regulations for the safe and orderly running of the Student Residence. Any Interference with Fire Safety equipment and/or smoke detectors and fire alarms is considered a criminal act of vandalism and will be taken very seriously. Tampering with fire safety equipment will result in serious fines of up to €500 and disciplinary action. The Occupier will be required to partake in regulatory fire drills throughout the year and must acquaint himself/herself with these regulations and with the emergency escape routes. The Occupier must treat every alarm as an emergency. Failure to evacuate, or time wasting during the procedure, could result in loss of life. Occupiers who fail to evacuate will automatically incur a fine of €25 for each instance. Management reserve the right to enter all rooms during a fire drill to ensure compliance. All abuses of fire safety equipment must be reported to the office immediately.
3. Please be advised there is a strict no smoking policy in all the apartments.

4. The occupier agrees not to consume alcohol outside their apartment. Alcohol is not permitted on the grounds or in the corridors. Alcohol can only be consumed in the apartments and in a responsible manner.
5. The Occupier is responsible for all damage caused to the Accommodation, Apartment, fixtures, fittings or equipment as a result of negligence, accidental or otherwise. This includes damage to windows and glass, accidental or otherwise.
6. To notify SSM or his or her authorised agent of any defect that arises in the accommodation that requires to be repaired to enable SSM to comply with his or her obligations in relation to the licence. The Occupier should report promptly all defects and/or damages in the unit or with furniture and fittings. You should report all issues to [info@shanowensquare.com](mailto:info@shanowensquare.com)
7. Not to do any act that would cause deterioration in the condition that the Accommodation was in at the commencement of the Occupancy Period and to take such steps as the Landlord may reasonably require for the purpose of restoring the Accommodation to the condition the apartment was in at the commencement of the Licence Agreement or to defray any costs incurred by the Landlord in his or her taking such steps as are reasonable for that purpose.
8. The Occupier agrees to allow SSM or any person or persons acting on the Landlord's behalf, reasonable access to the apartment for the purposes of allowing any works that need to be carried out. If a bedroom becomes vacant due to the departure of another Occupier, the Occupier agrees to allow management reasonable access to show the apartment to a prospective new Occupier. Shanowen Square Management reserves the right to enter the apartment at any time without prior notice. However, advance notice will normally be given whenever possible.
9. The occupancy fee includes an electricity allowance up to a maximum of €10/person/week. Usage above the Allowance is at the occupiers expense.
10. A TV licence is not included in the Occupancy fee and is a matter for the Television Set Owner.
11. The Occupier agrees to allow a number of inspections per semester. A letter will be issued to all Occupiers outlining the standard expected. Failure to meet these requirements will result in fines that vary depending on the seriousness of the damage and/or cleaning required. These fines are payable to the office immediately. Unpaid fines will be deducted from the security deposit.
12. Each Occupier is to ensure that they do not or allow anyone on their behalf to deposit dirt or refuse in or around the apartment and complex. Adequate waste facilities have been provided and should be used accordingly. Waste should be deposited in the large bins provided, not on or beside these bins as this poses a health and hygiene risk. Where a bin bag is found abandoned within the complex the fine will be divided evenly between all residents of that apartment. Shopping trolleys are not allowed into the complex under any circumstances. Fines are applicable in all instances of littering.
13. The Occupiers shall keep the apartment in a clean and hygienic condition. If the occupier fails to do so SSM may engage a professional cleaning company at a cost of €150 per apartment the cost of which will be borne by the Licensees.
14. Occupiers are only permitted to cook and prepare food in the kitchen area of the apartments.
15. Occupiers must ensure that materials that may result in the blockage of sinks, drains, pipes, toilets and sewers are not disposed of in this manner.
16. The laundry room is the only designated place where students may wash or dry their clothes.
17. Occupiers are not allowed to erect or authorise the installation of television, radio aerial or satellite dishes. Occupiers are not allowed to interfere with any external fixtures such as outdoor bins, shrubbery, trees and bicycle racks.
18. Occupiers are not allowed to store any items on or up against the wall mounted heaters, install any additional electrical wiring, gas, piping or portable gas or paraffin heaters in the Unit, Apartment or the Complex. Occupiers should not interfere with or overload any electrical apparatus. The use of candles and chip pans in the Unit and Apartment is strictly forbidden. The use of BBQs is also strictly forbidden. The occupier shall not cover vents, fans in toilets and kitchens as these are required for ventilation under building regulations. Occupiers must ensure that electrical goods are in proper working order.
19. Not to part with the possession of Fobs to the Unit or security cards used for gaining access to the Unit or Complex under any circumstances whatsoever and to report the loss of any Fobs or codes immediately to the Office. A €100 charge will be imposed for replacement Fob. Leaving apartment or block doors open poses a security risk and will not be tolerated. If all cards/fobs are not returned on the vacation of the unit the occupants of the apartments must incur the cost of replacing the lock in this apartment.
20. Not to hang, suspend or affix any clothes, linen, sign, placard, advertisement or other objects on, out or in the view of the windows so as to be seen from the exterior of the Unit, Apartment or Complex, or to hang, suspend or affix any such item to the exterior of the Unit, Apartment or Complex and in particular not to affix anything to inside walls, plaster work or wood work.
21. Not to use, store, keep or permit to be used, stored or kept in or on the Unit, Apartment or Complex any dangerous, combustible or unlawful substance or materials whatsoever and to report immediately the presence of such substances or materials to the Office in Shanowen Square.
22. Not to interfere with, damage or remove the possessions of other occupants of the Apartment or Complex.
23. Not to place or cause any obstruction in or on the Apartment or on any part of the Complex and to park cars, motorbikes, mopeds and bicycles in the designated areas.
24. SSM operates an internet fair usage policy.
25. Not to keep any animal, reptile, insect or other pet in or on the Unit, Apartment or Complex and not to feed any stray animals in any way.
26. An Occupier of an apartment shall not behave within the apartment, or in the vicinity of it, in a way that is anti-social or allow other occupiers of, or visitors to the apartment to behave within it, or in the vicinity of it, in such a way. The Occupier also agrees not to use the apartment or any part of the complex or allow any other persons to use the complex for any actions that may be deemed as illegal, dangerous, offensive or noisome.
27. **Occupiers are not permitted to hold parties in or on the premises/apartments/student residence and in particular not between the hours of 11 pm and 8 am. A noise penalty of €100 will be imposed on offenders. Parties are strictly prohibited and a fine of €200 will apply to any breach of this whether the students are residents of the offending apartment or visitors from another apartment within the student residence.**
28. **The occupier shall not permit visitors to remain overnight.**
29. Should SSM require the Occupier to vacate the Unit during the Term of this License to undertake any necessary repairs, maintenance, alterations, extension, redecoration of the Unit, Apartment or Complex or arising out of any circumstances that SSM may reasonably consider the Occupier shall vacate the Unit within such period that the Landlord stipulates, provided that SSM requires the vacation of the Unit. SSM shall not be liable for any loss, cost or expense suffered by the Occupier by reason of the vacation of the Unit or the substitution of alternative accommodation.
30. SSM has no responsibility whatsoever for and is exonerated from all liability for loss or damage to vehicles, personal property and or valuables kept in at or on the Unit, Apartment or Complex which shall remain at the sole risk of the Occupier. Contents and personal belongings are not insured in the complex. We strongly recommend that residents investigate these themselves or insure belongings under their home insurance with particular reference to laptops and bicycles.
31. This Agreement is only valid for so long as the Occupier remains a full-time student at a third level college approved by the Landlord. If the Occupier ceases to be such a registered full-time student, this Agreement will be revoked.
32. To keep hall, passages and staircases leading to the Unit free from obstruction. It is also a serious breach of this contract to forcibly hold doors open using the door latch or other methods. To comply with all regulations made from time to time by SSM for the building of which the Unit is a part.
33. The Licence is personal and based on single occupancy and occupiers may not assign, sublet, share, or part with the possession of the whole or any part of the Unit.
34. When the licence ends to return possession of the accommodation to SSM, leaving the apartment in the state which this licence requires the Occupier to keep it and to remove all personal effects and belongings not later than the agreed time on the day of departure. Any personal items or otherwise left in the Unit, Apartment or Complex including bicycles after such time can, at the discretion of the Landlord, be disposed of without incurring any

liability to the Licensee. Management accept no responsibility for personal belongings left behind and costs associated with the disposal of belongings will be charged to the Occupier. The Occupier shall leave the apartment in a clean and orderly condition that is suitable for immediate reletting.

35. The Licensee acknowledges that room sizes/layouts/bed size may vary from those advertised.
36. The Occupier is bound by driving safety regulations/speed limits at all times and to park at locations as directed by a member of staff/security personnel when requested to do so. Limited parking available at a cost of €500 per year.
37. All Occupiers are asked to respect all Personnel at all times & to comply with any request or instruction issued by Staff or Security Personnel as they see fit to maintain the safety & security of all residents.
38. Each Occupier will be furnished on arrival with an Inventory of Contents list. After an inspection of the premises and contents you will be required to make a note of any discrepancies and then sign the Inventory List and return same to the landlord within 48 hours of your arrival. Failure to do so will lead to a presumption that all is in order.
39. Access to all balcony areas is strictly prohibited between the hours of 9pm and 8am. Breaches of this rule will be taken very seriously by SSM.
40. Under the Data Protection Act details provided to SSM will not be disclosed to any third parties. Accordingly, SSM can only discuss issues regarding the occupancy with the Occupier and not with any third parties including the Guarantor.

Management reserve the right to enforce the rules as listed above to maintain the orderly and safe running of the complex and as such breaches of the rules will result in financial penalties depending on the seriousness of the breach. Students will be notified in writing of these breaches as they occur and of the amount of the fine applicable on each occasion. Fines should be made payable to the office within 48 hours on receipt of the disciplinary letter. Failure to make payment may result in further fines or an increase in the original premium. Management reserve the right to deduct all unpaid fines from the security deposit at the end of the agreement period for all incidents as set out above in this licence.

**Cancellation Policy:**

If the Occupier wishes to cancel a booking, they must do so by sending an email to [info@shanowensquare.com](mailto:info@shanowensquare.com). Once a successful room offer has been made it is the policy of the Owner that the deposit is non- refundable in the event of cancellation. If your Application is successful and you secure Accommodation in Shanowen Square your booking deposit will become a security deposit which will be refunded to you at the end of the academic year subject to no unpaid rent/outstanding fines/damages being charged against it. No refund of any pre-payment shall be made in the event of early vacation/cancellation of the Accommodation

I agree and acknowledge all the terms and conditions of this licence.

SIGNED by Shanowen Square Management.

SIGNED by the Landlord: \_\_\_\_\_

SIGNED by the Occupier: \_\_\_\_\_

SIGNED by the Guarantor: \_\_\_\_\_

Dated \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_